operation. The operation was, in fact, more serious than the daughter had told the defendant. *Held,* that there had been no complete emancipation of the daughter and the law would imply a promise on the part of the defendant to pay for the operation. *Wallace* v. *Cox,* (1916 Tenn.), 188 S. W. 611.

The English courts and many in this country hold that the father is under only a moral obligation to provide necessaries for his children, unless he expressly or impliedly promises to pay for the necessaries furnished by others. *Kelley* v. *Davis,* 49 N. H. 187; *Gordon* v. *Potter,* 17 Vt. 348; *Dumser* v. *Underwood,* 68 Ill. App. 121. Most of the later cases in this country hold that there is a legal obligation. *Porter* v. *Powell,* 79 Ia. 151; *Pretzinger* v. *Pretzinger,* 45 Oh. St. 452. The principal case so holds. A promise to pay will, however, be implied upon slight grounds under the rule first mentioned. Where a minor son had work done by a dentist without his father's consent it was held that the fact that the father did not reply to the dentist's bills would be evidence to go to the jury as to whether he had authorized the work to be done. *Lamson* v. *Varnum,* 171 Mass. 237. Where the child has left home with his parent's consent, and is allowed to keep his wages as in the principal case, it is held that there is an implied emancipation, at least so far as to allow the child to recover in a suit for his wages. *Vance* v. *Calhoun,* 77 Ark. 35; *Biggs* v. *St. Louis, &c. R. Co.,* 91 Ark. 122; *Chase* v. *Elkins,* 2 Vt. 290. In the principal case and in *Porter* v. *Powell,* supra, it is held to be only a partial emancipation, and it is so in that the father may revoke the implied emancipation at any time, provided he does not interfere with the vested rights of third persons. *Stovall* v. *Johnson,* 17 Ala. 14; *Abbot* v. *Converse,* 4 Allen (Mass.) 530. In *Rounds Bros.* v. *McDaniel,* 133 Ky. 669, it was held that the father could not revoke his minor son's implied emancipation as it would be extremely detrimental to the son's interests to do so. If the fact of the child's emancipation makes any difference as to the father's liability for necessaries furnished him, it would seem to follow in cases like the one last mentioned that where the father could no longer secure the value of the son's services he should not be under any legal obligation to support the son. The principal case holds that a promise to pay on the part of the father will be implied by law under the circumstances above, at least under the rule that the father is under a legal obligation to support his children.

SPECIFIC PERFORMANCE—WHEN BARRED BY LACHES.—In 1900 plaintiff leased its power plant for 99 years, the lessee covenanting to maintain and preserve the general efficiency of the plant during the continuance of the lease. Violations of this covenant occurred shortly thereafter. Suit for specific performance was not brought till 1912. *Held,* the suit was not barred by laches, since there was a long-drawn-out dispute between the parties as to the performance of the covenants. *Edison Illuminating Co.* v. *Eastern Pennsylvania Power Co.* (Pa. 1916), 98 Atl. 652.

This case well illustrates the doctrine that mere lapse of time unconnected with circumstances which would make it inequitable to grant specific per-

formance will not necessarily be deemed laches. Had the plaintiff acquiesced, in the defendants' non-performance, instead of disputing with defendant from time to time concerning this non-performance, plaintiff's acquiescence might have barred his suit. *Scott* v. *Desire,* 175 Ill. App. 215; *Hopkins* v. *Lewis,* 18 Cal. App. 107, 122 Pac. 433. Or had there been any showing that circumstances had so changed in the twelve years as to make the defendant's obligation to perform more burdensome, the plaintiff's remedy would probably have been denied him. *Whitney* v. *Cheshire R. Co.,* 210 Mass. 263, 96 N. E. 676; *Groesbeck* v. *Morgan,* 206 N. Y. 385, 99 N. E. 1046; *Marsh* v. *Lott,* 156 Cal. 643, 105 Pac. 968. Or had defendant, in the meantime, altered his position, *Taft* v. *Henry,* 219 Mass. 78, 106 N. E. 553; or had third parties acquired intervening rights which would be injured by a decree in plaintiff's favor, plaintiff's delay would have been fatal. *Parkside Realty Co.* v. *MacDonald,* 166 Cal. 426, 137 Pac. 21. On the other hand, there are circumstances which would have made plaintiff's position stronger than it was. For instance, had he just learned that the contract had not been performed his chances for a decree would have been bettered, *Stonehouse* v. *Stonehouse,* 156 Mich. 43, 120 N. W. 23, 16 Det. Leg. N. 21; *Agens* v. *Koch,* 74 N. J. Eq. 528, 70 Atl. 348. So also had the delay been caused by the defendant, *Fletcher* v. *Wireman,* 152 Ky. 565, 158 S. W. 982; *Nobles* v. *L'Engle,* 58 Fla. 480, 494, 51 So. 405, 409; or had the contract been one for the sale of land and had the plaintiff, the vendee, been in possession, *Snell* v. *Hill,* 263 Ill. 211, 105 N. E. 16; *Shorett* v. *Knudson,* 74 Wash. 448, 133 Pac. 1029; *Master* v. *Roberts,* 244 Pa. 342, 90 Atl. 735; *Wright* v. *Brooks,* 47 Mont. 99, 130 Pac. 968; *Mills* v. *McLanahan,* 70 W. Va. 288, 73 S. E. 927; *Van Dyke* v. *Cole,* 81 Vt. 379, 70 Atl. 593. This last statement only holds where the possession of the plaintiff, the vendee, was under and not adverse to the contract. *Clinchfield Coal Co.* v. *Clintwood Coal & Timber Co.,* 108 Va. 433, 62 S. E. 329. One case at least has held that the burden is on the plaintiff to explain his delay and that a delay of three years, unexplained, is a bar to the suit. *Sharp* v. *West,* 150 Fed. 458. On the general subject of laches as a bar to a suit for the specific performance of a contract see POMEROY, CONTRACTS, § 370 ff.

TRUSTS—APPLICATION OF STATUTE OF LIMITATIONS TO TRUSTS ARISING BY OPERATION OF LAW.—In an action to quiet title to certain land, the defendant claimed an equitable title to the same, based on a constructive trust. To this claim the plaintiff set up the Statute of Limitations. *Held,* that the statute is applicable to constructive trusts and that the defendant's claim is barred. *Terry* v. *Davenport* (Ind. 1916), 112 N. E. 998.

It is a universal principle that the Statute of Limitations does not operate between the trustee and the cestui que trust of an express trust unless there is an express repudiation by the trustee. *Hatt* v. *Green,* 180 Mich. 383, 147 N. W. 593; *Cruse* v. *Kidd* (Ala. 1915), 70 So. 166; 3 WOOD, LIMITATIONS, 504. However, it is generally held that constructive trusts are subject to the operation of the statute. *Stubbins* v. *Briggs,* 24 Ky. L. Rep. 230, 68 S. W. 392; *King* v. *Pardee,* 96 U. S. 90, 2 WOOD, LIMITATIONS, 508. This would seem reasonable, as a constructive trust is a mere remedial device and there